

07-20-2000

6-29-00

FORM 1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RE



101408346

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeTab settings: ☐ ☐ ☐ ☐ ▼

To the Honorable Commissione

e record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Eviste, Inc.

06-29-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal Address:

Street Address: 6111 North River Road

City: Rosemont

State: IP: 60018

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State California
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date:

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/681,230

75/821,612

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn
Legal Assistant

Street Address: 2049 Century Park E., 21st Fl.

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:48240.00 CH
25.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine E. Wilson
Sara J. Hoehn

Name of Person Signing

Sara J. Hoehn

Signature

June 28, 2000

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002105 FRAME: 0029

COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is made and entered into as of June 26, 2000, by EVITE, INC., a California corporation ("Grantor") in favor of COMDISCO, INC., a Delaware corporation ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Subordinated Loan and Security Agreement of even date herewith (including all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein.

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Grantee a Lien upon, inter alia, all right, title and interest of Grantor in, to and under the Intellectual Property Collateral (as defined below), to secure the payment of all Secured Obligations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, Grantor hereby grants to Grantee a continuing Lien upon all of Grantor's right, title and interest in, to and under the following property, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral):

(i) all Patents and Patent Licenses, including those referred to in **Schedule A** attached hereto;

(ii) all Trademarks and Trademark Licenses, including those referred to in **Schedule B** attached hereto; and

(iii) all Proceeds of the foregoing.

Grantor shall be liable for and promptly reimburse Grantee for all fees and costs, including reasonable attorneys' fees, for the preparation, filing, recordation and releasing of all Liens provided for herein.

2. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor covenants and warrants that it is the sole owner of the Intellectual Property Collateral, free of any and all Liens and encumbrances whatsoever other than Permitted Liens.

4. **Restrictions on Future Grants of Liens.** Except as permitted under the Loan Agreement, until all Secured Obligations are deemed by Grantee to be fully satisfied, Grantor hereby agrees not to sell or assign or grant a Lien in the Intellectual Property Collateral, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, that would affect the validity or enforcement of the rights granted to Grantee hereunder and under the Loan Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents or instruments that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Grantor and Grantee, and no failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; and no single or partial exercise of any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Agreement is made for purposes of securing the Secured Obligations and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Secured Obligations, this Agreement shall terminate and Grantee shall execute and deliver to Grantor all agreements, documents or instruments as may be necessary or proper to terminate Grantee's Liens in the Intellectual Property Collateral, subject to any disposition thereof that may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

10. **Binding Effect.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

11. **Governing Law.** This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first set forth above.

GRANTOR:

EVITE, INC.

By:

Title:



CEO

SCHEDULE A
PATENTS AND PATENT LICENSES

NONE

SCHEDULE B

TRADEMARKS AND TRADEMARK LICENSES

Trademark	Status	Jurisdiction	Classes	Number
EVITE	Pending	USA	42	75/681,230
EVITALS	Pending	USA	42	75/821,612

The Company has also filed trademark applications for the mark EVITE in the following foreign countries: Australia, Canada, European Union and Japan. The Company has registered the mark EVITE in Benelux, Registration No. 065334.